

GRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA RECORDATION NO. 9843 Filed 1425

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

NOV 17 1978 2 35 PM

INTERSTATE COMMERCE COMMISSION

MAURICE T. MOORE
BRUCE BROMLEY
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. DE KOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN

JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID O. BROWN
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON

9843

TELEX
HCA 233663
WUD 125547
WUD 1250976

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INTERSTATE COMMERCE COMMISSION

9843

Date NOV 17 1978

Fee \$ 200.00

RECORDATION NO. 9843 Filed 1425

NOV 17 1978 2 35 PM

INTERSTATE COMMERCE COMMISSION

November 17, 1978

Diamond Shamrock Corporation

Lease Financing Dated as of July 15, 1978

Dear Sir:

Enclosed herewith for recordation pursuant to Section 20c of the Interstate Commerce Act are six counterparts of each of the following:

(1) Purchase Order Assignment dated as of July 15, 1978, among Diamond Shamrock Corporation, 1100 Superior Avenue, Cleveland, Ohio 44114 (the "Lessee"), Exchange National Bank of Chicago, as Owner-Trustee (the "Lessor"), LaSalle and Adams Streets, Chicago, Illinois 60690; ACF Industries Incorporated, 750 Third Avenue, New York, N. Y. 10017; and Tank Lining Corp., Post Office Box H, Oakdale, Pennsylvania 15071;

(2) Lease of Railroad Equipment dated as of July 15, 1978, between the Lessee and the Lessor;

(3) Security Agreement dated as of July 15, 1978, between the Lessor and First Pennsylvania Bank N.A., as Agent, 1500 Chestnut Street, Philadelphia, Pennsylvania 19102 and

RECEIVED

Counterspart Larry Jones

COUNSEL

ROSSELL L. GILPATRIC
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

CARLYLE E. MAW
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 280530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES

GRAVATH, N. Y.
GRAVATH, PARIS
GRAVATH, LONDON E.C. 2

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INTERSTATE COMMERCE COMMISSION

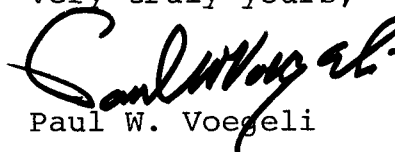
—C
(4) Lease dated as of July 15, 1978, between the Lessor and NAC Leasing Corporation, 222 South Riverside Plaza, Chicago, Illinois 60606.

The Equipment covered by the Agreements described above consists of 100 100-ton roller bearing-CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built generally to specification No. SCL-CF-SS2 bearing road numbers DAX 2101 through 2200, both inclusive.

Each unit bears the legend "Ownership subject to a Security Agreement Filed under the Interstate Commerce Act, Section 20c".

Enclosed is a check for \$200 for the required recordation fee. Please accept for recordation one counterpart of each of the enclosed agreements, stamp the remaining counterparts and the enclosed copy of this letter with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,


Paul W. Voegeli

The Honorable H. G. Homme,
Acting Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

L

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

11/17/78

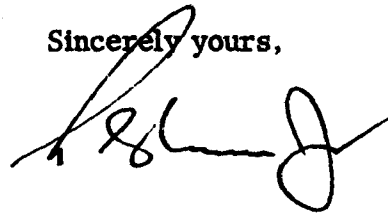
OFFICE OF THE SECRETARY

Paul W. Voegeli
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 11/17/78 at 2:35pm ,
and assigned recordation number(s) 9843, 9843-A, 9843-B, 9843-C

Sincerely yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

9843
RECORDATION NO. Filed 1425

NOV 17 1978 *2* 35 PM

INTERSTATE COMMERCE COMMISSION

PURCHASE ORDER ASSIGNMENT dated as of July 15, 1978, among DIAMOND SHAMROCK CORPORATION (hereinafter called the Assignor), EXCHANGE NATIONAL BANK OF CHICAGO, not in its individual capacity, but solely as Trustee under a Trust Agreement dated as of July 15, 1978, with Security Pacific Equipment Leasing, Inc. (hereinafter in such capacity called the Assignee), ACF INDUSTRIES INCORPORATED (hereinafter sometimes called ACF), and TANK LINING CORP. (hereinafter sometimes called Tank Lining; ACF and Tank Lining being hereinafter sometimes collectively called the Manufacturers and each individually a Manufacturer).

WHEREAS the Assignor and ACF have entered into a Purchase Order dated June 6, 1978 (confirming an earlier telex) (hereinafter called the ACF Purchase Order), pursuant to which ACF has agreed to construct and deliver to the Assignor, and the Assignor has agreed to purchase and take delivery of, certain units of railroad equipment described in the Purchase Order (hereinafter called the Equipment);

WHEREAS the Assignor and Tank Lining have entered into Purchase Order No. TR-125889 (hereinafter called the Tank Lining Purchase Order; hereinafter, together with the ACF Purchase Order collectively called the Purchase Orders), pursuant to which Tank Lining has agreed to line the Equipment and the Assignor has agreed to pay to Tank Lining the cost of such lining;

WHEREAS the Assignor, the Assignee, First Pennsylvania Bank N.A., as Agent (hereinafter called the Secured Party), and the Purchasers therein named are parties to a Participation Agreement dated as of July 15, 1978 (hereinafter called the Participation Agreement);

WHEREAS the Assignor has entered into a Lease of Railroad Equipment (hereinafter called the Lease) dated as of July 15, 1978, with the Assignee; and

WHEREAS the Assignee desires to purchase and take delivery of those units of Equipment described in Item 1 of

Schedule A hereto, as are delivered and accepted pursuant to the terms hereof on or prior to December 31, 1978 (such units being hereinafter called the Assigned Equipment and such date being hereinafter called the Cutoff Date), and the Assignor desires to assign its rights to purchase and take delivery of the Assigned Equipment to the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Assignor in and to the Assigned Equipment; and

(b) all the right, title and interest of the Assignor in and to the Purchase Orders, insofar as the Purchase Orders relate to the Assigned Equipment;

provided, however, that until and unless an Event of Default under the Lease has occurred and is continuing and so long as no event which with the giving of notice or passage of time or both would constitute an Event of Default under the Lease has occurred and is continuing, the Assignee shall retain for its own account all rights against each Manufacturer with respect to any warranties of such Manufacturer and any agreements of such Manufacturer to indemnify the Assignor against any losses.

ARTICLE 2. The Assignee hereby accepts the assignments herein contained, and hereby assumes the obligations of the Assignor under each Purchase Order to purchase the Assigned Equipment and agrees to pay the Purchase Price (as hereinafter defined) of the Assigned Equipment as provided herein, but the Assignee does not assume any other duties or obligations of the Assignor under either Purchase Order whatsoever; provided, however, that the Assignor shall remain liable to each Manufacturer in respect of its duties and obligations (except as herein assumed by the Assignee) in accordance with the respective Purchase Orders; provided, further, however, that ACF shall not deliver any unit of Assigned Equipment hereunder and Tank Lining shall not line any unit of Assigned Equipment subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of the Assigned Equipment or for the lining

thereof delivered or lined subsequent to, receipt of a written notice from the Assignor or the Assignee notifying the appropriate Manufacturer of (i) the commencement of any proceedings specified in clause (D) of Section 10 of the Lease, (ii) the occurrence of any Event of Default as described in Section 10 of the Lease, or event which with the giving of notice or passage of time or both would constitute such Event of Default, or (iii) the fact that any of the conditions contained in Article 5 of this Assignment have not been met. In addition, neither Manufacturer shall invoice any unit of Assigned Equipment or the cost of lining the same hereunder delivered subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of Assigned Equipment or the cost of lining the same delivered or lined subsequent to, (i) the time at which the aggregate Purchase Price (as hereinafter defined) of the Assigned Equipment delivered or lined hereunder by such Manufacturer exceeds the maximum purchase price with respect to the manufacture or lining thereof set forth in Item 2 of Schedule A hereto (hereinafter called the Maximum Purchase Price) or (ii) the Cutoff Date. The Assignor affirms hereunder that it shall be solely obligated to purchase and pay for pursuant to the Purchase Order any unit of the Equipment which is excluded from this Assignment because (A) it is delivered after the Manufacturer shall have received any notice described in the second proviso to the first sentence of this Article 2 or (B) the Maximum Purchase Price is exceeded or (C) such unit is delivered after the Cutoff Date, but the Assignor shall not have any obligation to the Manufacturer to purchase, or make payment under the Purchase Order in respect of, any unit of Assigned Equipment which the Assignee is obligated to purchase hereunder and does in fact purchase and pay for, except that if the Assignee has accepted a unit of Assigned Equipment from ACF and paid ACF the cost of manufacturing such unit, and thereafter, prior to the lining of such unit and payment to Tank Lining for such lining, such unit is required to be excluded from this Assignment, then the Assignor will immediately upon such exclusion purchase such unit from the Assignee at a purchase price equal to the purchase price paid by the Assignee to ACF in respect of such unit plus interest at the rate of 9.20% per annum thereon from the date of the payment to ACF to the date of the purchase pursuant to this sentence and will assume all the obligations of the Assignee to Tank Lining in respect of such unit, and such unit shall thereafter be deemed to be excluded from this Assignment. Each Manufacturer hereby consents to the terms of this Assignment and accepts all its duties hereunder, including, without limitation, its duties as to termination of deliveries. Each Manufacturer

also agrees to the limitation of the obligations of the Assignee to purchase and pay for the Assigned Equipment as set forth in this Assignment.

The term Purchase Price as used herein means with respect to each unit of the Assigned Equipment the base price for such unit and for the cost of lining the same set forth in Item 1 of Schedule A hereto as increased or decreased by agreement between the relevant Manufacturer or Manufacturers, the Assignor and the Assignee, plus freight and storage charges, if any, and any applicable sales taxes, all as set forth in the invoice of the relevant Manufacturer or Manufacturers for such unit (or of the party who shall have shipped or stored such unit), which invoice shall have endorsed thereon the certification of the Assignor as to the correctness of the price stated therein.

ARTICLE 3. The Assignor represents and warrants that:

(a) each Purchase Order is in full force and effect and is enforceable in accordance with its terms, and, as of the date hereof, neither any Manufacturer nor the Assignor is in default thereunder;

(b) insofar as each Purchase Order relates to the Assigned Equipment, the Assignor is the lawful owner of its rights under such Purchase Order, free from all claims, liens, security interests and other encumbrances, and the Assignor has the right to sell and assign such Purchase Order as set forth herein and the Assignor will warrant and defend this Assignment against the lawful claims and demands of all persons;

(c) as of the date hereof none of the units of the Assigned Equipment has been delivered to the Assignor by any Manufacturer or accepted by the Assignor under the Lease and no payment has been made in respect thereof to any Manufacturer; and

(d) at the time each unit of Assigned Equipment is delivered to and accepted by the Assignor under the Lease, such unit will be covered by all insurance required to be maintained by Assignor in accordance with Section 7 of the Lease.

ARTICLE 4. The units of Assigned Equipment shall be settled for pursuant to the terms hereof on not more than one closing date with each Manufacturer as shall be agreed to by each Manufacturer and the Assignor and as to which

the Assignee shall have received six business days' prior written notice or telephonic notice promptly confirmed in writing (each such date being hereinafter called a Closing Date) (the units of Equipment settled for on a Closing Date being hereinafter called a Group). Risk of loss as to any unit of Assigned Equipment shall not pass to the Assignee prior to, and shall pass at, the time of delivery of such unit to Assignee and acceptance thereof by the Lessee under the Lease.

ARTICLE 5. With respect to any Group of Equipment, on the Closing Date in respect of such Group the Assignee shall pay or cause to be paid to the appropriate Manufacturer the Purchase Price for, or the cost of lining, as the case may be, the units of Assigned Equipment in such Group, provided that there shall have been delivered to the Assignee on or prior to the first delivery date of any unit of Assigned Equipment under the Purchase Order the documents required to be delivered to the Assignee pursuant to Paragraph 8 of the Participation Agreement.

ACF agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) a certificate of an officer of ACF dated such Closing Date representing and warranting on behalf of ACF that (A) the Assigned Equipment described and specified therein by numbers has been delivered and accepted on or prior to such Closing Date and has been marked with the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c"

or such other words as shall be approved by the Assignee and (B) such Assigned Equipment is new equipment first put into service not earlier than the date of delivery and acceptance thereof by or on behalf of the Assignee;

(ii) a bill or bills of sale from ACF transferring all right, title and interest of ACF in and to the Assigned Equipment in such Group to the Assignee, warranting to the Assignee and the Assignor that at the time of delivery of such Assigned Equipment to the Assignee, ACF had legal title to such Assigned

Equipment described therein and good and lawful right to sell such Assigned Equipment and that title to such Assigned Equipment was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment and except for the rights of the Assignor under the Lease, and of the Secured Party under the Security Agreement dated as of July 15, 1978 (hereinafter called the Security Agreement), between the Assignee and the Secured Party and covenanting to defend the title to such Assigned Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such Assigned Equipment by ACF under this Agreement;

(iii) an opinion of counsel for ACF to the effect that (A) ACF is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment, the Lease and the Security Agreement and (C) such bill or bills of sale have been duly authorized, executed and delivered by ACF and are valid and effective to transfer to the Assignee all right, title and interest of ACF in and to such Assigned Equipment, free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under ACF, except as created by this Assignment and the Lease;

(iv) an invoice or invoices with respect to the units of Assigned Equipment then being settled for from ACF to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein; and

(v) Certificates of Acceptance (as defined in the Lease) covering such Assigned Equipment.

Tank Lining agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) an opinion of counsel for Tank Lining to the effect that (A) Tank Lining is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, and (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of Tank Lining of any nature except as created by this Assignment, the Lease and the Security Agreement; and

(ii) an invoice or invoices with respect to the units of Assigned Equipment, the lining of which is then being settled for from Tank Lining to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein.

The Assignor shall furnish the Assignee at least three business days' prior written notice or telephonic notice promptly confirmed in writing of the first delivery date referred to above.

ARTICLE 6. The agreements of the parties relating to the Manufacturers' warranties of material and workmanship are set forth in Schedule B hereto, which Schedule B is by this reference made a part hereof.

ARTICLE 7. Except in case of articles and materials specified by the Assignor and not manufactured by a Manufacturer, and in cases of designs, systems, processes, formulae or combinations specified by the Assignor and not developed or purported to be developed by a Manufacturer, each Manufacturer, severally and not jointly, agrees to indemnify, protect and hold harmless the Assignor and the Assignee and their respective assigns from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignor, the Assignee, its or their assigns or the users of the Equipment manufactured or lined by such Manufacturer, as the case may be, because of the use in or about the construction or operation of such Equipment, or any unit thereof, by such Manufacturer of any design, system, process, combination, formula, article or material infringing or claimed to infringe on any patent or other right. The Assignor likewise will indemnify, protect and hold harmless each Manufacturer, the Assignee, its or their assigns, from and against any and

all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against either Manufacturer or the Assignee or their respective assigns, or the users of the Equipment, as the case may be, because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, system, process, formula or combination specified by the Assignor and not developed or purported to be developed by the related Manufacturer, or article or material specified by the Assignor and not manufactured by the related Manufacturer, which infringes or is claimed to infringe on any patent or other right. Each Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Assignor every claim, right and cause of action which such Manufacturer has or hereafter shall have against the originator or seller or sellers of any design, system, process, formula, combination, article or material specified by the Assignor and used by such Manufacturer in or about the construction or operation of the Equipment manufactured by such Manufacturer, or any unit thereof, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right, and each Manufacturer further agrees to execute and deliver to the Assignor all and every such further assurances as may be reasonably requested by the Assignor more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Assignment or the satisfaction and discharge of this Assignment. Each Manufacturer will give notice to the Assignor of any claim known to such Manufacturer from which liability may be charged against the Assignor hereunder, and the Assignee and the Assignor, respectively, will give notice to the relevant Manufacturer of any claim known to the Assignee or the Assignor, as the case may be, on the basis of which liability may be charged against such Manufacturer hereunder.

ARTICLE 8. No variation or modification of either Purchase Order, except as in this Assignment provided (including Schedules A and B hereto), and no waiver of any of its provisions or conditions shall be valid with respect to any unit of the Assigned Equipment unless in writing and signed by a duly authorized signatory for the Assignee.

ARTICLE 9. The Assignee hereby appoints the Assignor its agent to inspect and accept delivery of the units of Assigned Equipment.

ARTICLE 10. Any notice hereunder to any party designated below shall be deemed to be properly given if delivered or mailed to it at the following specified addresses:

(a) to the Assignee, at LaSalle and Adams Streets, Chicago, Illinois 60690, attention of Corporate Trust Officer,

(b) to the Assignor, at 1100 Superior Avenue, Cleveland, Ohio 44114, attention of Treasurer,

(c) to ACF, at 750 Third Avenue, New York, N. Y. 10017, attention of Secretary's Department,

(d) to Tank Lining, at P.O. Box H, Oakdale, Pennsylvania 15071, attention of Vice President--Sales,

or at such other addresses as may have been furnished in writing by such party to the other parties to this Assignment.

ARTICLE 11. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York.

ARTICLE 12. Each Manufacturer represents that it is not entering into this Assignment, or into any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, or to its knowledge the Assignor or the Assignee, is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974.

ARTICLE 13. This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Assignment is dated for convenience as of

the date specified in the introductory paragraph of this Assignment, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers, all as of the date first above written.

DIAMOND SHAMROCK CORPORATION,

by

DC Miller
TREASURER

[Corporate Seal]

Attest:

TS Miller
Assistant Secretary

EXCHANGE NATIONAL BANK OF CHICAGO,
as Owner-Trustee,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

ACF INDUSTRIES INCORPORATED,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

TANK LINING CORP.,

by

Vice President--Sales

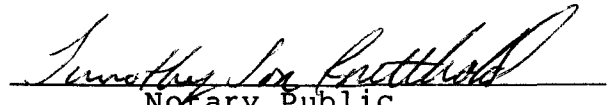
[Corporate Seal]

Attest:

Assistant Secretary

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this *14th* day of *November* 1978, before me personally appeared *D.C. Mielke*, to me personally known, who being by me duly sworn, says that he is a ~~Treasurer~~ of DIAMOND SHAMROCK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission Expires

TIMOTHY JON FRETHOLD, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R. C.

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1978, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1978, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a Vice
President of ACF INDUSTRIES INCORPORATED, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of 1978, before me
personally appeared FRANK D. LESTER, to me personally
known, who being by me duly sworn, says that he is a Vice
President--Sales of TANK LINING CORP., that one of the seals
affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of
its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

SCHEDULE A
to Purchase Order Assignment

ITEM 1: Assigned Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time of Delivery</u>
100-ton roller bearing- CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built gener- ally to specification No. SCL-CF-SS2	100	DAX 2101-2200	\$46,000	\$4,600,000	November and December 1978

ITEM 2: Maximum Purchase Price:	Cost of Manufacturing by ACF	\$4,220,000
	Cost of Lining by Tank Lining	380,000

SCHEDULE B

Manufacturers' Warranties of Materials and Workmanship

ACF Warranty

ACF warrants that the Equipment will be built in accordance with the Specifications as identified in the ACF Purchase Order and the standards and requirements set forth in Schedule A to the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that the Equipment will be free from defects in material and workmanship under normal use and service, ACF's obligation under this Schedule B and its said warranties being limited to making good at its plant any part or parts of any unit of the Equipment which shall, within one year after the delivery of such unit to the Assignor, be returned to ACF with transportation charges prepaid and which ACF's examination shall disclose to its satisfaction to have been thus defective. ACF shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF ACF IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ACF, EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND ACF DOES NOT ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT, EXCEPT AS AFORESAID.

ACF further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

Tank Lining Warranty

Tank Lining warrants that its work in connection with the Equipment will be in accordance with the Specifica-

tions as identified in the Tank Lining Purchase Order referred to in the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that said work will be Amercote 320 lining in accordance with the recommendations and specifications of the coating manufacturer and using the best techniques and procedures of the industry; such work will be free from defects in material and workmanship under normal use and service; in the event of the premature failure or lessening of service life of any unit of Equipment caused or encouraged by improper surface preparation, application or curing of any lining installed by Tank Lining, Tank Lining will replace or repair such lining without charge at its plant upon return of the relevant unit to Tank Lining with transportation charges prepaid. Tank Lining shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF TANK LINING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TANK LINING EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND TANK LINING DOES NOT ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS WORK IN CONNECTION WITH THE EQUIPMENT, EXCEPT AS AFORESAID.

Tank lining further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

PURCHASE ORDER ASSIGNMENT dated as of July 15, 1978, among DIAMOND SHAMROCK CORPORATION (hereinafter called the Assignor), EXCHANGE NATIONAL BANK OF CHICAGO, not in its individual capacity, but solely as Trustee under a Trust Agreement dated as of July 15, 1978, with Security Pacific Equipment Leasing, Inc. (hereinafter in such capacity called the Assignee), ACF INDUSTRIES INCORPORATED (hereinafter sometimes called ACF), and TANK LINING CORP. (hereinafter sometimes called Tank Lining; ACF and Tank Lining being hereinafter sometimes collectively called the Manufacturers and each individually a Manufacturer).

WHEREAS the Assignor and ACF have entered into a Purchase Order dated June 6, 1978 (confirming an earlier telex) (hereinafter called the ACF Purchase Order), pursuant to which ACF has agreed to construct and deliver to the Assignor, and the Assignor has agreed to purchase and take delivery of, certain units of railroad equipment described in the Purchase Order (hereinafter called the Equipment);

WHEREAS the Assignor and Tank Lining have entered into Purchase Order No. TR-125889 (hereinafter called the Tank Lining Purchase Order; hereinafter, together with the ACF Purchase Order collectively called the Purchase Orders), pursuant to which Tank Lining has agreed to line the Equipment and the Assignor has agreed to pay to Tank Lining the cost of such lining;

WHEREAS the Assignor, the Assignee, First Pennsylvania Bank N.A., as Agent (hereinafter called the Secured Party), and the Purchasers therein named are parties to a Participation Agreement dated as of July 15, 1978 (hereinafter called the Participation Agreement);

WHEREAS the Assignor has entered into a Lease of Railroad Equipment (hereinafter called the Lease) dated as of July 15, 1978, with the Assignee; and

WHEREAS the Assignee desires to purchase and take delivery of those units of Equipment described in Item 1 of

Schedule A hereto, as are delivered and accepted pursuant to the terms hereof on or prior to December 31, 1978 (such units being hereinafter called the Assigned Equipment and such date being hereinafter called the Cutoff Date), and the Assignor desires to assign its rights to purchase and take delivery of the Assigned Equipment to the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Assignor in and to the Assigned Equipment; and

(b) all the right, title and interest of the Assignor in and to the Purchase Orders, insofar as the Purchase Orders relate to the Assigned Equipment;

provided, however, that until and unless an Event of Default under the Lease has occurred and is continuing and so long as no event which with the giving of notice or passage of time or both would constitute an Event of Default under the Lease has occurred and is continuing, the Assignee shall retain for its own account all rights against each Manufacturer with respect to any warranties of such Manufacturer and any agreements of such Manufacturer to indemnify the Assignor against any losses.

ARTICLE 2. The Assignee hereby accepts the assignments herein contained, and hereby assumes the obligations of the Assignor under each Purchase Order to purchase the Assigned Equipment and agrees to pay the Purchase Price (as hereinafter defined) of the Assigned Equipment as provided herein, but the Assignee does not assume any other duties or obligations of the Assignor under either Purchase Order whatsoever; provided, however, that the Assignor shall remain liable to each Manufacturer in respect of its duties and obligations (except as herein assumed by the Assignee) in accordance with the respective Purchase Orders; provided, further, however, that ACF shall not deliver any unit of Assigned Equipment hereunder and Tank Lining shall not line any unit of Assigned Equipment subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of the Assigned Equipment or for the lining

thereof delivered or lined subsequent to, receipt of a written notice from the Assignor or the Assignee notifying the appropriate Manufacturer of (i) the commencement of any proceedings specified in clause (D) of Section 10 of the Lease, (ii) the occurrence of any Event of Default as described in Section 10 of the Lease, or event which with the giving of notice or passage of time or both would constitute such Event of Default, or (iii) the fact that any of the conditions contained in Article 5 of this Assignment have not been met. In addition, neither Manufacturer shall invoice any unit of Assigned Equipment or the cost of lining the same hereunder delivered subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of Assigned Equipment or the cost of lining the same delivered or lined subsequent to, (i) the time at which the aggregate Purchase Price (as hereinafter defined) of the Assigned Equipment delivered or lined hereunder by such Manufacturer exceeds the maximum purchase price with respect to the manufacture or lining thereof set forth in Item 2 of Schedule A hereto (hereinafter called the Maximum Purchase Price) or (ii) the Cutoff Date. The Assignor affirms hereunder that it shall be solely obligated to purchase and pay for pursuant to the Purchase Order any unit of the Equipment which is excluded from this Assignment because (A) it is delivered after the Manufacturer shall have received any notice described in the second proviso to the first sentence of this Article 2 or (B) the Maximum Purchase Price is exceeded or (C) such unit is delivered after the Cutoff Date, but the Assignor shall not have any obligation to the Manufacturer to purchase, or make payment under the Purchase Order in respect of, any unit of Assigned Equipment which the Assignee is obligated to purchase hereunder and does in fact purchase and pay for, except that if the Assignee has accepted a unit of Assigned Equipment from ACF and paid ACF the cost of manufacturing such unit, and thereafter, prior to the lining of such unit and payment to Tank Lining for such lining, such unit is required to be excluded from this Assignment, then the Assignor will immediately upon such exclusion purchase such unit from the Assignee at a purchase price equal to the purchase price paid by the Assignee to ACF in respect of such unit plus interest at the rate of 9.20% per annum thereon from the date of the payment to ACF to the date of the purchase pursuant to this sentence and will assume all the obligations of the Assignee to Tank Lining in respect of such unit, and such unit shall thereafter be deemed to be excluded from this Assignment. Each Manufacturer hereby consents to the terms of this Assignment and accepts all its duties hereunder, including, without limitation, its duties as to termination of deliveries. Each Manufacturer

also agrees to the limitation of the obligations of the Assignee to purchase and pay for the Assigned Equipment as set forth in this Assignment.

The term Purchase Price as used herein means with respect to each unit of the Assigned Equipment the base price for such unit and for the cost of lining the same set forth in Item 1 of Schedule A hereto as increased or decreased by agreement between the relevant Manufacturer or Manufacturers, the Assignor and the Assignee, plus freight and storage charges, if any, and any applicable sales taxes, all as set forth in the invoice of the relevant Manufacturer or Manufacturers for such unit (or of the party who shall have shipped or stored such unit), which invoice shall have endorsed thereon the certification of the Assignor as to the correctness of the price stated therein.

ARTICLE 3. The Assignor represents and warrants that:

(a) each Purchase Order is in full force and effect and is enforceable in accordance with its terms, and, as of the date hereof, neither any Manufacturer nor the Assignor is in default thereunder;

(b) insofar as each Purchase Order relates to the Assigned Equipment, the Assignor is the lawful owner of its rights under such Purchase Order, free from all claims, liens, security interests and other encumbrances, and the Assignor has the right to sell and assign such Purchase Order as set forth herein and the Assignor will warrant and defend this Assignment against the lawful claims and demands of all persons;

(c) as of the date hereof none of the units of the Assigned Equipment has been delivered to the Assignor by any Manufacturer or accepted by the Assignor under the Lease and no payment has been made in respect thereof to any Manufacturer; and

(d) at the time each unit of Assigned Equipment is delivered to and accepted by the Assignor under the Lease, such unit will be covered by all insurance required to be maintained by Assignor in accordance with Section 7 of the Lease.

ARTICLE 4. The units of Assigned Equipment shall be settled for pursuant to the terms hereof on not more than one closing date with each Manufacturer as shall be agreed to by each Manufacturer and the Assignor and as to which

the Assignee shall have received six business days' prior written notice or telephonic notice promptly confirmed in writing (each such date being hereinafter called a Closing Date) (the units of Equipment settled for on a Closing Date being hereinafter called a Group). Risk of loss as to any unit of Assigned Equipment shall not pass to the Assignee prior to, and shall pass at, the time of delivery of such unit to Assignee and acceptance thereof by the Lessee under the Lease.

ARTICLE 5. With respect to any Group of Equipment, on the Closing Date in respect of such Group the Assignee shall pay or cause to be paid to the appropriate Manufacturer the Purchase Price for, or the cost of lining, as the case may be, the units of Assigned Equipment in such Group, provided that there shall have been delivered to the Assignee on or prior to the first delivery date of any unit of Assigned Equipment under the Purchase Order the documents required to be delivered to the Assignee pursuant to Paragraph 8 of the Participation Agreement.

ACF agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) a certificate of an officer of ACF dated such Closing Date representing and warranting on behalf of ACF that (A) the Assigned Equipment described and specified therein by numbers has been delivered and accepted on or prior to such Closing Date and has been marked with the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c"

or such other words as shall be approved by the Assignee and (B) such Assigned Equipment is new equipment first put into service not earlier than the date of delivery and acceptance thereof by or on behalf of the Assignee;

(ii) a bill or bills of sale from ACF transferring all right, title and interest of ACF in and to the Assigned Equipment in such Group to the Assignee, warranting to the Assignee and the Assignor that at the time of delivery of such Assigned Equipment to the Assignee, ACF had legal title to such Assigned

Equipment described therein and good and lawful right to sell such Assigned Equipment and that title to such Assigned Equipment was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment and except for the rights of the Assignor under the Lease, and of the Secured Party under the Security Agreement dated as of July 15, 1978 (hereinafter called the Security Agreement), between the Assignee and the Secured Party and covenanting to defend the title to such Assigned Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such Assigned Equipment by ACF under this Agreement;

(iii) an opinion of counsel for ACF to the effect that (A) ACF is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment, the Lease and the Security Agreement and (C) such bill or bills of sale have been duly authorized, executed and delivered by ACF and are valid and effective to transfer to the Assignee all right, title and interest of ACF in and to such Assigned Equipment, free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under ACF, except as created by this Assignment and the Lease;

(iv) an invoice or invoices with respect to the units of Assigned Equipment then being settled for from ACF to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein; and

(v) Certificates of Acceptance (as defined in the Lease) covering such Assigned Equipment.

Tank Lining agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) an opinion of counsel for Tank Lining to the effect that (A) Tank Lining is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, and (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of Tank Lining of any nature except as created by this Assignment, the Lease and the Security Agreement; and

(ii) an invoice or invoices with respect to the units of Assigned Equipment, the lining of which is then being settled for from Tank Lining to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein.

The Assignor shall furnish the Assignee at least three business days' prior written notice or telephonic notice promptly confirmed in writing of the first delivery date referred to above.

ARTICLE 6. The agreements of the parties relating to the Manufacturers' warranties of material and workmanship are set forth in Schedule B hereto, which Schedule B is by this reference made a part hereof.

ARTICLE 7. Except in case of articles and materials specified by the Assignor and not manufactured by a Manufacturer, and in cases of designs, systems, processes, formulae or combinations specified by the Assignor and not developed or purported to be developed by a Manufacturer, each Manufacturer, severally and not jointly, agrees to indemnify, protect and hold harmless the Assignor and the Assignee and their respective assigns from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignor, the Assignee, its or their assigns or the users of the Equipment manufactured or lined by such Manufacturer, as the case may be, because of the use in or about the construction or operation of such Equipment, or any unit thereof, by such Manufacturer of any design, system, process, combination, formula, article or material infringing or claimed to infringe on any patent or other right. The Assignor likewise will indemnify, protect and hold harmless each Manufacturer, the Assignee, its or their assigns, from and against any and

all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against either Manufacturer or the Assignee or their respective assigns, or the users of the Equipment, as the case may be, because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, system, process, formula or combination specified by the Assignor and not developed or purported to be developed by the related Manufacturer, or article or material specified by the Assignor and not manufactured by the related Manufacturer, which infringes or is claimed to infringe on any patent or other right. Each Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Assignor every claim, right and cause of action which such Manufacturer has or hereafter shall have against the originator or seller or sellers of any design, system, process, formula, combination, article or material specified by the Assignor and used by such Manufacturer in or about the construction or operation of the Equipment manufactured by such Manufacturer, or any unit thereof, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right, and each Manufacturer further agrees to execute and deliver to the Assignor all and every such further assurances as may be reasonably requested by the Assignor more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Assignment or the satisfaction and discharge of this Assignment. Each Manufacturer will give notice to the Assignor of any claim known to such Manufacturer from which liability may be charged against the Assignor hereunder, and the Assignee and the Assignor, respectively, will give notice to the relevant Manufacturer of any claim known to the Assignee or the Assignor, as the case may be, on the basis of which liability may be charged against such Manufacturer hereunder.

ARTICLE 8. No variation or modification of either Purchase Order, except as in this Assignment provided (including Schedules A and B hereto), and no waiver of any of its provisions or conditions shall be valid with respect to any unit of the Assigned Equipment unless in writing and signed by a duly authorized signatory for the Assignee.

ARTICLE 9. The Assignee hereby appoints the Assignor its agent to inspect and accept delivery of the units of Assigned Equipment.

ARTICLE 10. Any notice hereunder to any party designated below shall be deemed to be properly given if delivered or mailed to it at the following specified addresses:

(a) to the Assignee, at LaSalle and Adams Streets, Chicago, Illinois 60690, attention of Corporate Trust Officer,

(b) to the Assignor, at 1100 Superior Avenue, Cleveland, Ohio 44114, attention of Treasurer,

(c) to ACF, at 750 Third Avenue, New York, N. Y. 10017, attention of Secretary's Department,

(d) to Tank Lining, at P.O. Box H, Oakdale, Pennsylvania 15071, attention of Vice President--Sales,

or at such other addresses as may have been furnished in writing by such party to the other parties to this Assignment.

ARTICLE 11. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York.

ARTICLE 12. Each Manufacturer represents that it is not entering into this Assignment, or into any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, or to its knowledge the Assignor or the Assignee, is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974.

ARTICLE 13. This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Assignment is dated for convenience as of

the date specified in the introductory paragraph of this Assignment, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers, all as of the date first above written.

DIAMOND SHAMROCK CORPORATION,

by _____

[Corporate Seal]

Attest:

Assistant Secretary

EXCHANGE NATIONAL BANK OF CHICAGO,
as Owner-Trustee,

by _____

Richard D. Mues
Vice President

[Corporate Seal]

Attest:

Ernest D. Baker

~~Assistant Secretary~~
ASSISTANT TRUST OFFICER

ACF INDUSTRIES INCORPORATED,

by _____

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

TANK LINING CORP.,

by

Vice President--Sales

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this day of 1978, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a
 of DIAMOND SHAMROCK CORPORATION, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 13 day of NOVEMBER 1978, before me
personally appeared MICHAEL D. GOODMAN, to me personally
known, who being by me duly sworn, says that he is a Vice
President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of
the seals affixed to the foregoing instrument is the cor-
porate seal of said national association and that said
instrument was signed and sealed on behalf of said national
association by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said national association.


Notary Public

[NOTARIAL SEAL]

My Commission Expires

7/28/79

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1978, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a Vice
President of ACF INDUSTRIES INCORPORATED, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of 1978, before me
personally appeared FRANK D. LESTER, to me personally
known, who being by me duly sworn, says that he is a Vice
President--Sales of TANK LINING CORP., that one of the seals
affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of
its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

SCHEDULE A
to Purchase Order Assignment

ITEM 1: Assigned Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time of Delivery</u>
100-ton roller bearing- CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built gener- ally to specification No. SCL-CF-SS2	100	DAX 2101-2200	\$46,000	\$4,600,000	November and December 1978

ITEM 2: Maximum Purchase Price:	Cost of Manufacturing by ACF	\$4,220,000
	Cost of Lining by Tank Lining	380,000

SCHEDULE B

Manufacturers' Warranties of Materials and Workmanship

ACF Warranty

ACF warrants that the Equipment will be built in accordance with the Specifications as identified in the ACF Purchase Order and the standards and requirements set forth in Schedule A to the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that the Equipment will be free from defects in material and workmanship under normal use and service, ACF's obligation under this Schedule B and its said warranties being limited to making good at its plant any part or parts of any unit of the Equipment which shall, within one year after the delivery of such unit to the Assignor, be returned to ACF with transportation charges prepaid and which ACF's examination shall disclose to its satisfaction to have been thus defective. ACF shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF ACF IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ACF, EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND ACF DOES NOT ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT, EXCEPT AS AFORESAID.

ACF further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

Tank Lining Warranty

Tank Lining warrants that its work in connection with the Equipment will be in accordance with the Specifica-

tions as identified in the Tank Lining Purchase Order referred to in the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that said work will be Amercote 320 lining in accordance with the recommendations and specifications of the coating manufacturer and using the best techniques and procedures of the industry; such work will be free from defects in material and workmanship under normal use and service; in the event of the premature failure or lessening of service life of any unit of Equipment caused or encouraged by improper surface preparation, application or curing of any lining installed by Tank Lining, Tank Lining will replace or repair such lining without charge at its plant upon return of the relevant unit to Tank Lining with transportation charges prepaid. Tank Lining shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF TANK LINING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TANK LINING EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND TANK LINING DOES NOT ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS WORK IN CONNECTION WITH THE EQUIPMENT, EXCEPT AS AFORESAID.

Tank lining further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

PURCHASE ORDER ASSIGNMENT dated as of July 15, 1978, among DIAMOND SHAMROCK CORPORATION (hereinafter called the Assignor), EXCHANGE NATIONAL BANK OF CHICAGO, not in its individual capacity, but solely as Trustee under a Trust Agreement dated as of July 15, 1978, with Security Pacific Equipment Leasing, Inc. (hereinafter in such capacity called the Assignee), ACF INDUSTRIES INCORPORATED (hereinafter sometimes called ACF), and TANK LINING CORP. (hereinafter sometimes called Tank Lining; ACF and Tank Lining being hereinafter sometimes collectively called the Manufacturers and each individually a Manufacturer).

WHEREAS the Assignor and ACF have entered into a Purchase Order dated June 6, 1978 (confirming an earlier telex) (hereinafter called the ACF Purchase Order), pursuant to which ACF has agreed to construct and deliver to the Assignor, and the Assignor has agreed to purchase and take delivery of, certain units of railroad equipment described in the Purchase Order (hereinafter called the Equipment);

WHEREAS the Assignor and Tank Lining have entered into Purchase Order No. TR-125889 (hereinafter called the Tank Lining Purchase Order; hereinafter, together with the ACF Purchase Order collectively called the Purchase Orders), pursuant to which Tank Lining has agreed to line the Equipment and the Assignor has agreed to pay to Tank Lining the cost of such lining;

WHEREAS the Assignor, the Assignee, First Pennsylvania Bank N.A., as Agent (hereinafter called the Secured Party), and the Purchasers therein named are parties to a Participation Agreement dated as of July 15, 1978 (hereinafter called the Participation Agreement);

WHEREAS the Assignor has entered into a Lease of Railroad Equipment (hereinafter called the Lease) dated as of July 15, 1978, with the Assignee; and

WHEREAS the Assignee desires to purchase and take delivery of those units of Equipment described in Item 1 of

Schedule A hereto, as are delivered and accepted pursuant to the terms hereof on or prior to December 31, 1978 (such units being hereinafter called the Assigned Equipment and such date being hereinafter called the Cutoff Date), and the Assignor desires to assign its rights to purchase and take delivery of the Assigned Equipment to the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Assignor in and to the Assigned Equipment; and

(b) all the right, title and interest of the Assignor in and to the Purchase Orders, insofar as the Purchase Orders relate to the Assigned Equipment;

provided, however, that until and unless an Event of Default under the Lease has occurred and is continuing and so long as no event which with the giving of notice or passage of time or both would constitute an Event of Default under the Lease has occurred and is continuing, the Assignee shall retain for its own account all rights against each Manufacturer with respect to any warranties of such Manufacturer and any agreements of such Manufacturer to indemnify the Assignor against any losses.

ARTICLE 2. The Assignee hereby accepts the assignments herein contained, and hereby assumes the obligations of the Assignor under each Purchase Order to purchase the Assigned Equipment and agrees to pay the Purchase Price (as hereinafter defined) of the Assigned Equipment as provided herein, but the Assignee does not assume any other duties or obligations of the Assignor under either Purchase Order whatsoever; provided, however, that the Assignor shall remain liable to each Manufacturer in respect of its duties and obligations (except as herein assumed by the Assignee) in accordance with the respective Purchase Orders; provided, further, however, that ACF shall not deliver any unit of Assigned Equipment hereunder and Tank Lining shall not line any unit of Assigned Equipment subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of the Assigned Equipment or for the lining

thereof delivered or lined subsequent to, receipt of a written notice from the Assignor or the Assignee notifying the appropriate Manufacturer of (i) the commencement of any proceedings specified in clause (D) of Section 10 of the Lease, (ii) the occurrence of any Event of Default as described in Section 10 of the Lease, or event which with the giving of notice or passage of time or both would constitute such Event of Default, or (iii) the fact that any of the conditions contained in Article 5 of this Assignment have not been met. In addition, neither Manufacturer shall invoice any unit of Assigned Equipment or the cost of lining the same hereunder delivered subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of Assigned Equipment or the cost of lining the same delivered or lined subsequent to, (i) the time at which the aggregate Purchase Price (as hereinafter defined) of the Assigned Equipment delivered or lined hereunder by such Manufacturer exceeds the maximum purchase price with respect to the manufacture or lining thereof set forth in Item 2 of Schedule A hereto (hereinafter called the Maximum Purchase Price) or (ii) the Cutoff Date. The Assignor affirms hereunder that it shall be solely obligated to purchase and pay for pursuant to the Purchase Order any unit of the Equipment which is excluded from this Assignment because (A) it is delivered after the Manufacturer shall have received any notice described in the second proviso to the first sentence of this Article 2 or (B) the Maximum Purchase Price is exceeded or (C) such unit is delivered after the Cutoff Date, but the Assignor shall not have any obligation to the Manufacturer to purchase, or make payment under the Purchase Order in respect of, any unit of Assigned Equipment which the Assignee is obligated to purchase hereunder and does in fact purchase and pay for, except that if the Assignee has accepted a unit of Assigned Equipment from ACF and paid ACF the cost of manufacturing such unit, and thereafter, prior to the lining of such unit and payment to Tank Lining for such lining, such unit is required to be excluded from this Assignment, then the Assignor will immediately upon such exclusion purchase such unit from the Assignee at a purchase price equal to the purchase price paid by the Assignee to ACF in respect of such unit plus interest at the rate of 9.20% per annum thereon from the date of the payment to ACF to the date of the purchase pursuant to this sentence and will assume all the obligations of the Assignee to Tank Lining in respect of such unit, and such unit shall thereafter be deemed to be excluded from this Assignment. Each Manufacturer hereby consents to the terms of this Assignment and accepts all its duties hereunder, including, without limitation, its duties as to termination of deliveries. Each Manufacturer

also agrees to the limitation of the obligations of the Assignee to purchase and pay for the Assigned Equipment as set forth in this Assignment.

The term Purchase Price as used herein means with respect to each unit of the Assigned Equipment the base price for such unit and for the cost of lining the same set forth in Item 1 of Schedule A hereto as increased or decreased by agreement between the relevant Manufacturer or Manufacturers, the Assignor and the Assignee, plus freight and storage charges, if any, and any applicable sales taxes, all as set forth in the invoice of the relevant Manufacturer or Manufacturers for such unit (or of the party who shall have shipped or stored such unit), which invoice shall have endorsed thereon the certification of the Assignor as to the correctness of the price stated therein.

ARTICLE 3. The Assignor represents and warrants that:

(a) each Purchase Order is in full force and effect and is enforceable in accordance with its terms, and, as of the date hereof, neither any Manufacturer nor the Assignor is in default thereunder;

(b) insofar as each Purchase Order relates to the Assigned Equipment, the Assignor is the lawful owner of its rights under such Purchase Order, free from all claims, liens, security interests and other encumbrances, and the Assignor has the right to sell and assign such Purchase Order as set forth herein and the Assignor will warrant and defend this Assignment against the lawful claims and demands of all persons;

(c) as of the date hereof none of the units of the Assigned Equipment has been delivered to the Assignor by any Manufacturer or accepted by the Assignor under the Lease and no payment has been made in respect thereof to any Manufacturer; and

(d) at the time each unit of Assigned Equipment is delivered to and accepted by the Assignor under the Lease, such unit will be covered by all insurance required to be maintained by Assignor in accordance with Section 7 of the Lease.

ARTICLE 4. The units of Assigned Equipment shall be settled for pursuant to the terms hereof on not more than one closing date with each Manufacturer as shall be agreed to by each Manufacturer and the Assignor and as to which

the Assignee shall have received six business days' prior written notice or telephonic notice promptly confirmed in writing (each such date being hereinafter called a Closing Date) (the units of Equipment settled for on a Closing Date being hereinafter called a Group). Risk of loss as to any unit of Assigned Equipment shall not pass to the Assignee prior to, and shall pass at, the time of delivery of such unit to Assignee and acceptance thereof by the Lessee under the Lease.

ARTICLE 5. With respect to any Group of Equipment, on the Closing Date in respect of such Group the Assignee shall pay or cause to be paid to the appropriate Manufacturer the Purchase Price for, or the cost of lining, as the case may be, the units of Assigned Equipment in such Group, provided that there shall have been delivered to the Assignee on or prior to the first delivery date of any unit of Assigned Equipment under the Purchase Order the documents required to be delivered to the Assignee pursuant to Paragraph 8 of the Participation Agreement.

ACF agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) a certificate of an officer of ACF dated such Closing Date representing and warranting on behalf of ACF that (A) the Assigned Equipment described and specified therein by numbers has been delivered and accepted on or prior to such Closing Date and has been marked with the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c"

or such other words as shall be approved by the Assignee and (B) such Assigned Equipment is new equipment first put into service not earlier than the date of delivery and acceptance thereof by or on behalf of the Assignee;

(ii) a bill or bills of sale from ACF transferring all right, title and interest of ACF in and to the Assigned Equipment in such Group to the Assignee, warranting to the Assignee and the Assignor that at the time of delivery of such Assigned Equipment to the Assignee, ACF had legal title to such Assigned

Equipment described therein and good and lawful right to sell such Assigned Equipment and that title to such Assigned Equipment was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment and except for the rights of the Assignor under the Lease, and of the Secured Party under the Security Agreement dated as of July 15, 1978 (hereinafter called the Security Agreement), between the Assignee and the Secured Party and covenanting to defend the title to such Assigned Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such Assigned Equipment by ACF under this Agreement;

(iii) an opinion of counsel for ACF to the effect that (A) ACF is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment, the Lease and the Security Agreement and (C) such bill or bills of sale have been duly authorized, executed and delivered by ACF and are valid and effective to transfer to the Assignee all right, title and interest of ACF in and to such Assigned Equipment, free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under ACF, except as created by this Assignment and the Lease;

(iv) an invoice or invoices with respect to the units of Assigned Equipment then being settled for from ACF to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein; and

(v) Certificates of Acceptance (as defined in the Lease) covering such Assigned Equipment.

Tank Lining agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) an opinion of counsel for Tank Lining to the effect that (A) Tank Lining is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, and (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of Tank Lining of any nature except as created by this Assignment, the Lease and the Security Agreement; and

(ii) an invoice or invoices with respect to the units of Assigned Equipment, the lining of which is then being settled for from Tank Lining to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein.

The Assignor shall furnish the Assignee at least three business days' prior written notice or telephonic notice promptly confirmed in writing of the first delivery date referred to above.

ARTICLE 6. The agreements of the parties relating to the Manufacturers' warranties of material and workmanship are set forth in Schedule B hereto, which Schedule B is by this reference made a part hereof.

ARTICLE 7. Except in case of articles and materials specified by the Assignor and not manufactured by a Manufacturer, and in cases of designs, systems, processes, formulae or combinations specified by the Assignor and not developed or purported to be developed by a Manufacturer, each Manufacturer, severally and not jointly, agrees to indemnify, protect and hold harmless the Assignor and the Assignee and their respective assigns from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignor, the Assignee, its or their assigns or the users of the Equipment manufactured or lined by such Manufacturer, as the case may be, because of the use in or about the construction or operation of such Equipment, or any unit thereof, by such Manufacturer of any design, system, process, combination, formula, article or material infringing or claimed to infringe on any patent or other right. The Assignor likewise will indemnify, protect and hold harmless each Manufacturer, the Assignee, its or their assigns, from and against any and

all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against either Manufacturer or the Assignee or their respective assigns, or the users of the Equipment, as the case may be, because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, system, process, formula or combination specified by the Assignor and not developed or purported to be developed by the related Manufacturer, or article or material specified by the Assignor and not manufactured by the related Manufacturer, which infringes or is claimed to infringe on any patent or other right. Each Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Assignor every claim, right and cause of action which such Manufacturer has or hereafter shall have against the originator or seller or sellers of any design, system, process, formula, combination, article or material specified by the Assignor and used by such Manufacturer in or about the construction or operation of the Equipment manufactured by such Manufacturer, or any unit thereof, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right, and each Manufacturer further agrees to execute and deliver to the Assignor all and every such further assurances as may be reasonably requested by the Assignor more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Assignment or the satisfaction and discharge of this Assignment. Each Manufacturer will give notice to the Assignor of any claim known to such Manufacturer from which liability may be charged against the Assignor hereunder, and the Assignee and the Assignor, respectively, will give notice to the relevant Manufacturer of any claim known to the Assignee or the Assignor, as the case may be, on the basis of which liability may be charged against such Manufacturer hereunder.

ARTICLE 8. No variation or modification of either Purchase Order, except as in this Assignment provided (including Schedules A and B hereto), and no waiver of any of its provisions or conditions shall be valid with respect to any unit of the Assigned Equipment unless in writing and signed by a duly authorized signatory for the Assignee.

ARTICLE 9. The Assignee hereby appoints the Assignor its agent to inspect and accept delivery of the units of Assigned Equipment.

ARTICLE 10. Any notice hereunder to any party designated below shall be deemed to be properly given if delivered or mailed to it at the following specified addresses:

(a) to the Assignee, at LaSalle and Adams Streets, Chicago, Illinois 60690, attention of Corporate Trust Officer,

(b) to the Assignor, at 1100 Superior Avenue, Cleveland, Ohio 44114, attention of Treasurer,

(c) to ACF, at 750 Third Avenue, New York, N. Y. 10017, attention of Secretary's Department,

(d) to Tank Lining, at P.O. Box H, Oakdale, Pennsylvania 15071, attention of Vice President--Sales,

or at such other addresses as may have been furnished in writing by such party to the other parties to this Assignment.

ARTICLE 11. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York.

ARTICLE 12. Each Manufacturer represents that it is not entering into this Assignment, or into any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, or to its knowledge the Assignor or the Assignee, is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974.

ARTICLE 13. This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Assignment is dated for convenience as of

the date specified in the introductory paragraph of this Assignment, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers, all as of the date first above written.

DIAMOND SHAMROCK CORPORATION,

by _____

[Corporate Seal]

Attest:

Assistant Secretary

EXCHANGE NATIONAL BANK OF CHICAGO,
as Owner-Trustee,

by _____

[Corporate Seal]

Vice President

Attest:

Assistant Secretary

ACF INDUSTRIES INCORPORATED,

by _____

[Corporate Seal]

Vice President

Attest:

DuMont

Assistant Secretary

TANK LINING CORP.,

by

Vice President--Sales

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this day of 1978, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a
 of DIAMOND SHAMROCK CORPORATION, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1978, before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a Vice
President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of
the seals affixed to the foregoing instrument is the cor-
porate seal of said national association and that said
instrument was signed and sealed on behalf of said national
association by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said national association.

Notary Public


[NOTARIAL SEAL]

My Commission Expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 14th day of NOVEMBER 1978, before me personally appeared J. D. BRINKERHOFF, to me personally known, who being by me duly sworn, says that he is a ^{senior} Vice President of ACF INDUSTRIES INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IRWIN M. LEWIS
NOTARY PUBLIC, State of New York
No. 60-234777
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1979
[NOTARIAL SEAL]



Notary Public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of 1978, before me personally appeared FRANK D. LESTER, to me personally known, who being by me duly sworn, says that he is a Vice President--Sales of TANK LINING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

SCHEDULE A
to Purchase Order Assignment

ITEM 1: Assigned Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time of Delivery</u>
100-ton roller bearing- CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built gener- ally to specification No. SCL-CF-SS2	100	DAX 2101-2200	\$46,000	\$4,600,000	November and December 1978

ITEM 2: Maximum Purchase Price:	Cost of Manufacturing by ACF	\$4,220,000
	Cost of Lining by Tank Lining	380,000

SCHEDULE B

Manufacturers' Warranties of Materials and Workmanship

ACF Warranty

ACF warrants that the Equipment will be built in accordance with the Specifications as identified in the ACF Purchase Order and the standards and requirements set forth in Schedule A to the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that the Equipment will be free from defects in material and workmanship under normal use and service, ACF's obligation under this Schedule B and its said warranties being limited to making good at its plant any part or parts of any unit of the Equipment which shall, within one year after the delivery of such unit to the Assignor, be returned to ACF with transportation charges prepaid and which ACF's examination shall disclose to its satisfaction to have been thus defective. ACF shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF ACF IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ACF, EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND ACF DOES NOT ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT, EXCEPT AS AFORESAID.

ACF further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

Tank Lining Warranty

Tank Lining warrants that its work in connection with the Equipment will be in accordance with the Specifica-

tions as identified in the Tank Lining Purchase Order referred to in the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that said work will be Amercote 320 lining in accordance with the recommendations and specifications of the coating manufacturer and using the best techniques and procedures of the industry; such work will be free from defects in material and workmanship under normal use and service; in the event of the premature failure or lessening of service life of any unit of Equipment caused or encouraged by improper surface preparation, application or curing of any lining installed by Tank Lining, Tank Lining will replace or repair such lining without charge at its plant upon return of the relevant unit to Tank Lining with transportation charges prepaid. Tank Lining shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF TANK LINING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TANK LINING EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND TANK LINING DOES NOT ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS WORK IN CONNECTION WITH THE EQUIPMENT, EXCEPT AS AFORESAID.

Tank lining further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

PURCHASE ORDER ASSIGNMENT dated as of July 15, 1978, among DIAMOND SHAMROCK CORPORATION (hereinafter called the Assignor), EXCHANGE NATIONAL BANK OF CHICAGO, not in its individual capacity, but solely as Trustee under a Trust Agreement dated as of July 15, 1978, with Security Pacific Equipment Leasing, Inc. (hereinafter in such capacity called the Assignee), ACF INDUSTRIES INCORPORATED (hereinafter sometimes called ACF), and TANK LINING CORP. (hereinafter sometimes called Tank Lining; ACF and Tank Lining being hereinafter sometimes collectively called the Manufacturers and each individually a Manufacturer).

WHEREAS the Assignor and ACF have entered into a Purchase Order dated June 6, 1978 (confirming an earlier telex) (hereinafter called the ACF Purchase Order), pursuant to which ACF has agreed to construct and deliver to the Assignor, and the Assignor has agreed to purchase and take delivery of, certain units of railroad equipment described in the Purchase Order (hereinafter called the Equipment);

WHEREAS the Assignor and Tank Lining have entered into Purchase Order No. TR-125889 (hereinafter called the Tank Lining Purchase Order; hereinafter, together with the ACF Purchase Order collectively called the Purchase Orders), pursuant to which Tank Lining has agreed to line the Equipment and the Assignor has agreed to pay to Tank Lining the cost of such lining;

WHEREAS the Assignor, the Assignee, First Pennsylvania Bank N.A., as Agent (hereinafter called the Secured Party), and the Purchasers therein named are parties to a Participation Agreement dated as of July 15, 1978 (hereinafter called the Participation Agreement);

WHEREAS the Assignor has entered into a Lease of Railroad Equipment (hereinafter called the Lease) dated as of July 15, 1978, with the Assignee; and

WHEREAS the Assignee desires to purchase and take delivery of those units of Equipment described in Item 1 of

Schedule A hereto, as are delivered and accepted pursuant to the terms hereof on or prior to December 31, 1978 (such units being hereinafter called the Assigned Equipment and such date being hereinafter called the Cutoff Date), and the Assignor desires to assign its rights to purchase and take delivery of the Assigned Equipment to the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Assignor in and to the Assigned Equipment; and

(b) all the right, title and interest of the Assignor in and to the Purchase Orders, insofar as the Purchase Orders relate to the Assigned Equipment;

provided, however, that until and unless an Event of Default under the Lease has occurred and is continuing and so long as no event which with the giving of notice or passage of time or both would constitute an Event of Default under the Lease has occurred and is continuing, the Assignee shall retain for its own account all rights against each Manufacturer with respect to any warranties of such Manufacturer and any agreements of such Manufacturer to indemnify the Assignor against any losses.

ARTICLE 2. The Assignee hereby accepts the assignments herein contained, and hereby assumes the obligations of the Assignor under each Purchase Order to purchase the Assigned Equipment and agrees to pay the Purchase Price (as hereinafter defined) of the Assigned Equipment as provided herein, but the Assignee does not assume any other duties or obligations of the Assignor under either Purchase Order whatsoever; provided, however, that the Assignor shall remain liable to each Manufacturer in respect of its duties and obligations (except as herein assumed by the Assignee) in accordance with the respective Purchase Orders; provided, further, however, that ACF shall not deliver any unit of Assigned Equipment hereunder and Tank Lining shall not line any unit of Assigned Equipment subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of the Assigned Equipment or for the lining

thereof delivered or lined subsequent to, receipt of a written notice from the Assignor or the Assignee notifying the appropriate Manufacturer of (i) the commencement of any proceedings specified in clause (D) of Section 10 of the Lease, (ii) the occurrence of any Event of Default as described in Section 10 of the Lease, or event which with the giving of notice or passage of time or both would constitute such Event of Default, or (iii) the fact that any of the conditions contained in Article 5 of this Assignment have not been met. In addition, neither Manufacturer shall invoice any unit of Assigned Equipment or the cost of lining the same hereunder delivered subsequent to, and the Assignee shall not have any obligation to purchase and pay for any unit of Assigned Equipment or the cost of lining the same delivered or lined subsequent to, (i) the time at which the aggregate Purchase Price (as hereinafter defined) of the Assigned Equipment delivered or lined hereunder by such Manufacturer exceeds the maximum purchase price with respect to the manufacture or lining thereof set forth in Item 2 of Schedule A hereto (hereinafter called the Maximum Purchase Price) or (ii) the Cutoff Date. The Assignor affirms hereunder that it shall be solely obligated to purchase and pay for pursuant to the Purchase Order any unit of the Equipment which is excluded from this Assignment because (A) it is delivered after the Manufacturer shall have received any notice described in the second proviso to the first sentence of this Article 2 or (B) the Maximum Purchase Price is exceeded or (C) such unit is delivered after the Cutoff Date, but the Assignor shall not have any obligation to the Manufacturer to purchase, or make payment under the Purchase Order in respect of, any unit of Assigned Equipment which the Assignee is obligated to purchase hereunder and does in fact purchase and pay for, except that if the Assignee has accepted a unit of Assigned Equipment from ACF and paid ACF the cost of manufacturing such unit, and thereafter, prior to the lining of such unit and payment to Tank Lining for such lining, such unit is required to be excluded from this Assignment, then the Assignor will immediately upon such exclusion purchase such unit from the Assignee at a purchase price equal to the purchase price paid by the Assignee to ACF in respect of such unit plus interest at the rate of 9.20% per annum thereon from the date of the payment to ACF to the date of the purchase pursuant to this sentence and will assume all the obligations of the Assignee to Tank Lining in respect of such unit, and such unit shall thereafter be deemed to be excluded from this Assignment. Each Manufacturer hereby consents to the terms of this Assignment and accepts all its duties hereunder, including, without limitation, its duties as to termination of deliveries. Each Manufacturer

also agrees to the limitation of the obligations of the Assignee to purchase and pay for the Assigned Equipment as set forth in this Assignment.

The term Purchase Price as used herein means with respect to each unit of the Assigned Equipment the base price for such unit and for the cost of lining the same set forth in Item 1 of Schedule A hereto as increased or decreased by agreement between the relevant Manufacturer or Manufacturers, the Assignor and the Assignee, plus freight and storage charges, if any, and any applicable sales taxes, all as set forth in the invoice of the relevant Manufacturer or Manufacturers for such unit (or of the party who shall have shipped or stored such unit), which invoice shall have endorsed thereon the certification of the Assignor as to the correctness of the price stated therein.

ARTICLE 3. The Assignor represents and warrants that:

(a) each Purchase Order is in full force and effect and is enforceable in accordance with its terms, and, as of the date hereof, neither any Manufacturer nor the Assignor is in default thereunder;

(b) insofar as each Purchase Order relates to the Assigned Equipment, the Assignor is the lawful owner of its rights under such Purchase Order, free from all claims, liens, security interests and other encumbrances, and the Assignor has the right to sell and assign such Purchase Order as set forth herein and the Assignor will warrant and defend this Assignment against the lawful claims and demands of all persons;

(c) as of the date hereof none of the units of the Assigned Equipment has been delivered to the Assignor by any Manufacturer or accepted by the Assignor under the Lease and no payment has been made in respect thereof to any Manufacturer; and

(d) at the time each unit of Assigned Equipment is delivered to and accepted by the Assignor under the Lease, such unit will be covered by all insurance required to be maintained by Assignor in accordance with Section 7 of the Lease.

ARTICLE 4. The units of Assigned Equipment shall be settled for pursuant to the terms hereof on not more than one closing date with each Manufacturer as shall be agreed to by each Manufacturer and the Assignor and as to which

the Assignee shall have received six business days' prior written notice or telephonic notice promptly confirmed in writing (each such date being hereinafter called a Closing Date) (the units of Equipment settled for on a Closing Date being hereinafter called a Group). Risk of loss as to any unit of Assigned Equipment shall not pass to the Assignee prior to, and shall pass at, the time of delivery of such unit to Assignee and acceptance thereof by the Lessee under the Lease.

ARTICLE 5. With respect to any Group of Equipment, on the Closing Date in respect of such Group the Assignee shall pay or cause to be paid to the appropriate Manufacturer the Purchase Price for, or the cost of lining, as the case may be, the units of Assigned Equipment in such Group, provided that there shall have been delivered to the Assignee on or prior to the first delivery date of any unit of Assigned Equipment under the Purchase Order the documents required to be delivered to the Assignee pursuant to Paragraph 8 of the Participation Agreement.

ACF agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) a certificate of an officer of ACF dated such Closing Date representing and warranting on behalf of ACF that (A) the Assigned Equipment described and specified therein by numbers has been delivered and accepted on or prior to such Closing Date and has been marked with the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c"

or such other words as shall be approved by the Assignee and (B) such Assigned Equipment is new equipment first put into service not earlier than the date of delivery and acceptance thereof by or on behalf of the Assignee;

(ii) a bill or bills of sale from ACF transferring all right, title and interest of ACF in and to the Assigned Equipment in such Group to the Assignee, warranting to the Assignee and the Assignor that at the time of delivery of such Assigned Equipment to the Assignee, ACF had legal title to such Assigned

Equipment described therein and good and lawful right to sell such Assigned Equipment and that title to such Assigned Equipment was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment and except for the rights of the Assignor under the Lease, and of the Secured Party under the Security Agreement dated as of July 15, 1978 (hereinafter called the Security Agreement), between the Assignee and the Secured Party and covenanting to defend the title to such Assigned Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such Assigned Equipment by ACF under this Agreement;

(iii) an opinion of counsel for ACF to the effect that (A) ACF is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of any nature except as created by this Assignment, the Lease and the Security Agreement and (C) such bill or bills of sale have been duly authorized, executed and delivered by ACF and are valid and effective to transfer to the Assignee all right, title and interest of ACF in and to such Assigned Equipment, free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under ACF, except as created by this Assignment and the Lease;

(iv) an invoice or invoices with respect to the units of Assigned Equipment then being settled for from ACF to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein; and

(v) Certificates of Acceptance (as defined in the Lease) covering such Assigned Equipment.

Tank Lining agrees that on or prior to the Closing Date with it in respect of each Group it shall deliver the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to the Assignee:

(i) an opinion of counsel for Tank Lining to the effect that (A) Tank Lining is a duly organized and existing corporation in good standing under the laws of the state of its incorporation and has full power and authority to own its properties and conduct its business as now being conducted, and (B) the units of Assigned Equipment then being settled for, at the time of delivery thereof, were free of all claims, liens, security interests and other encumbrances of Tank Lining of any nature except as created by this Assignment, the Lease and the Security Agreement; and

(ii) an invoice or invoices with respect to the units of Assigned Equipment, the lining of which is then being settled for from Tank Lining to the Assignee describing the units of Assigned Equipment, having endorsed thereon the certification of the Assignor as to the correctness of the prices stated therein.

The Assignor shall furnish the Assignee at least three business days' prior written notice or telephonic notice promptly confirmed in writing of the first delivery date referred to above.

ARTICLE 6. The agreements of the parties relating to the Manufacturers' warranties of material and workmanship are set forth in Schedule B hereto, which Schedule B is by this reference made a part hereof.

ARTICLE 7. Except in case of articles and materials specified by the Assignor and not manufactured by a Manufacturer, and in cases of designs, systems, processes, formulae or combinations specified by the Assignor and not developed or purported to be developed by a Manufacturer, each Manufacturer, severally and not jointly, agrees to indemnify, protect and hold harmless the Assignor and the Assignee and their respective assigns from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignor, the Assignee, its or their assigns or the users of the Equipment manufactured or lined by such Manufacturer, as the case may be, because of the use in or about the construction or operation of such Equipment, or any unit thereof, by such Manufacturer of any design, system, process, combination, formula, article or material infringing or claimed to infringe on any patent or other right. The Assignor likewise will indemnify, protect and hold harmless each Manufacturer, the Assignee, its or their assigns, from and against any and

all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against either Manufacturer or the Assignee or their respective assigns, or the users of the Equipment, as the case may be, because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, system, process, formula or combination specified by the Assignor and not developed or purported to be developed by the related Manufacturer, or article or material specified by the Assignor and not manufactured by the related Manufacturer, which infringes or is claimed to infringe on any patent or other right. Each Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Assignor every claim, right and cause of action which such Manufacturer has or hereafter shall have against the originator or seller or sellers of any design, system, process, formula, combination, article or material specified by the Assignor and used by such Manufacturer in or about the construction or operation of the Equipment manufactured by such Manufacturer, or any unit thereof, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right, and each Manufacturer further agrees to execute and deliver to the Assignor all and every such further assurances as may be reasonably requested by the Assignor more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Assignment or the satisfaction and discharge of this Assignment. Each Manufacturer will give notice to the Assignor of any claim known to such Manufacturer from which liability may be charged against the Assignor hereunder, and the Assignee and the Assignor, respectively, will give notice to the relevant Manufacturer of any claim known to the Assignee or the Assignor, as the case may be, on the basis of which liability may be charged against such Manufacturer hereunder.

ARTICLE 8. No variation or modification of either Purchase Order, except as in this Assignment provided (including Schedules A and B hereto), and no waiver of any of its provisions or conditions shall be valid with respect to any unit of the Assigned Equipment unless in writing and signed by a duly authorized signatory for the Assignee.

ARTICLE 9. The Assignee hereby appoints the Assignor its agent to inspect and accept delivery of the units of Assigned Equipment.

ARTICLE 10. Any notice hereunder to any party designated below shall be deemed to be properly given if delivered or mailed to it at the following specified addresses:

(a) to the Assignee, at LaSalle and Adams Streets, Chicago, Illinois 60690, attention of Corporate Trust Officer,

(b) to the Assignor, at 1100 Superior Avenue, Cleveland, Ohio 44114, attention of Treasurer,

(c) to ACF, at 750 Third Avenue, New York, N. Y. 10017, attention of Secretary's Department,

(d) to Tank Lining, at P.O. Box H, Oakdale, Pennsylvania 15071, attention of Vice President--Sales,

or at such other addresses as may have been furnished in writing by such party to the other parties to this Assignment.

ARTICLE 11. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York.

ARTICLE 12. Each Manufacturer represents that it is not entering into this Assignment, or into any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, or to its knowledge the Assignor or the Assignee, is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974.

ARTICLE 13. This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Assignment is dated for convenience as of

the date specified in the introductory paragraph of this Assignment, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers, all as of the date first above written.

DIAMOND SHAMROCK CORPORATION,

by _____

[Corporate Seal]

Attest:

Assistant Secretary

EXCHANGE NATIONAL BANK OF CHICAGO,
as Owner-Trustee,

by _____

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

ACF INDUSTRIES INCORPORATED,

by _____

Vice President

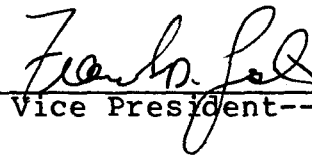
[Corporate Seal]

Attest:

Assistant Secretary

TANK LINING CORP.,


by



Vice President--Sales

[Corporate Seal]

Attest:


Assistant Secretary

[illegible]

On this day of 1978, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of DIAMOND SHAMROCK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF ILLINOIS,) ss.:
COUNTY OF COOK,)

On this day of 1978, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1978, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of ACF INDUSTRIES INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this *14th* day of *November* 1978, before me personally appeared FRANK D. LESTER, to me personally known, who being by me duly sworn, says that he is a Vice President--Sales of TANK LINING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Samuel H. Watters

Notary Public

[NOTARIAL SEAL]

My Commission Expires

SAMUEL H. WATTERS, NOTARY PUBLIC
OAKDALE BOROUGH, ALLEGHENY COUNTY
-MY COMMISSION EXPIRES FEB. 17, 1979
Member, Pennsylvania Association of Notaries

SCHEDULE A
to Purchase Order Assignment

ITEM 1: Assigned Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time of Delivery</u>
100-ton roller bearing- CF 5250 hopper cars, equipped with 20" hatches and pneumatic outlets, built gener- ally to specification No. SCL-CF-SS2	100	DAX 2101-2200	\$46,000	\$4,600,000	November and December 1978

ITEM 2: Maximum Purchase Price:	Cost of Manufacturing by ACF	\$4,220,000
	Cost of Lining by Tank Lining	380,000

SCHEDULE B

Manufacturers' Warranties of Materials and Workmanship

ACF Warranty

ACF warrants that the Equipment will be built in accordance with the Specifications as identified in the ACF Purchase Order and the standards and requirements set forth in Schedule A to the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that the Equipment will be free from defects in material and workmanship under normal use and service, ACF's obligation under this Schedule B and its said warranties being limited to making good at its plant any part or parts of any unit of the Equipment which shall, within one year after the delivery of such unit to the Assignor, be returned to ACF with transportation charges prepaid and which ACF's examination shall disclose to its satisfaction to have been thus defective. ACF shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF ACF IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ACF, EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND ACF DOES NOT ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT, EXCEPT AS AFORESAID.

ACF further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.

Tank Lining Warranty

Tank Lining warrants that its work in connection with the Equipment will be in accordance with the Specifica-

tions as identified in the Tank Lining Purchase Order referred to in the Purchase Order Assignment to which this Schedule B is attached (hereinafter called the Assignment) and warrants that said work will be Amercote 320 lining in accordance with the recommendations and specifications of the coating manufacturer and using the best techniques and procedures of the industry; such work will be free from defects in material and workmanship under normal use and service; in the event of the premature failure or lessening of service life of any unit of Equipment caused or encouraged by improper surface preparation, application or curing of any lining installed by Tank Lining, Tank Lining will replace or repair such lining without charge at its plant upon return of the relevant unit to Tank Lining with transportation charges prepaid. Tank Lining shall not be liable for any indirect or consequential damages of whatever nature.

THE FOREGOING WARRANTY OF TANK LINING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TANK LINING EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 OF THE ASSIGNMENT, AND TANK LINING DOES NOT ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS WORK IN CONNECTION WITH THE EQUIPMENT, EXCEPT AS AFORESAID.

Tank lining further agrees with the Assignor that neither the inspection referred to in the Assignment, nor any examination, nor the acceptance of any units of the Equipment as provided in the Assignment shall be deemed a waiver or a modification by the Assignor of any of its rights under this Schedule B.